SERFF Tracking Number: NAWS-126825320 State: Arkansas State Tracking Number: 46853 Filing Company: National Western Life Insurance Company

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: Sub-TOI: A05I Individual Annuities- Immediate Non-A05I.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# Filing at a Glance

Company: National Western Life Insurance Company

Product Name: Single Premium Immediate SERFF Tr Num: NAWS-126825320 State: Arkansas

**Annuities** 

TOI: A05I Individual Annuities- Immediate Non- SERFF Status: Closed-Approved- State Tr Num: 46853

Variable Closed

Sub-TOI: A05I.000 Annuities - Immediate Non- Co Tr Num: 01-1158-10, 01-1159- State Status: Approved-Closed

10, 01-9062-10 variable

Filing Type: Form Reviewer(s): Linda Bird

> Author: Stephanie Foskitt Disposition Date: 09/30/2010 Date Submitted: 09/21/2010 Disposition Status: Approved-

> > Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

## General Information

Project Name: Single Premium Immediate Annuities Status of Filing in Domicile: Authorized

Project Number: 01-1158-10, 01-1159-10, 01-9062-10 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: These forms are

deemed exempt by our state of domicile,

Colorado.

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Group Market Size: Overall Rate Impact: Group Market Type:

Filing Status Changed: 09/30/2010 Explanation for Other Group Market Type:

State Status Changed: 09/30/2010

Deemer Date: Created By: Stephanie Foskitt

Corresponding Filing Tracking Number:

Submitted By: Stephanie Foskitt

Filing Description:

Re: Single Premium Immediate Annuity, Period Certain, 01-1158-10 Single Premium Immediate Annuity, Life Contingent, 01-1159-10 Single Premium Immediate Annuity Application, 01-9062AR-10

National Western Life Insurance Company, NAIC 66850, FEIN 84-0467208

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

#### To Whom It May Concern:

Please find attached the above captioned forms submitted to your state for formal approval. These forms are new and will replace previously approved forms. These forms are deemed exempt by our state of domicile, Colorado, under Bulletin B-4.1. This filing contains no unusual or possibly controversial items from normal industry standards.

Form 01-1158-10, Single Premium Immediate Annuity policy, period certain, may be issued to a single annuitant from age 0 to age 90. The annuity provides periodic annuity benefits payable monthly, quarterly, semi-annually, or annually for a certain number of years, at interest, not involving life contingencies.

Form 01-1159-10, Single Premium Immediate Annuity policy, life contingent, may be issued to either a single annuitant or joint annuitants from age 0 to age 90. This annuity provides periodic annuity benefits payable monthly, quarterly, semi-annually, or annually during the lifetime of the Sole Annuitant, or the Survivor Annuitant.

These two annuity policy forms will replace three previously approved SPIA policy forms as follows: Jointly issued SPIA form number 01-1011J-97, approved for use on April 28, 1997 Period certain SPIA form number 01-1011C-97, approved for use on April 28, 1997 Individual issued SPIA form number 01-1011I-97 approved for use on April 28, 1997

Form number 01-9062-10, Single Premium Immediate Annuity Application, will be used to issue either of the above SPIA products. This application form will replace previously approved application form 01-9021AR approved for use on June 24, 1997.

Thank you for your time and consideration in this matter. If you have any questions or need more information, please feel free to contact me by email at SFoskitt@NationalWesternLife.com or by phone at 512-719-1563.

Sincerely, Stephanie Foskitt Contract Compliance Analyst

We reserve the right to change the format of this form without changing any of the language. Printing standards will never be less than those required by your state.

# **Company and Contact**

### **Filing Contact Information**

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

Stephanie Foskitt, Contract Compliance Analyst SFoskitt@NationalWesternLife.com

National Western Life Insurance Company 512-719-1563 [Phone] 850 East Anderson Lane 512-719-8522 [FAX]

Austin, TX 78752

**Filing Company Information** 

National Western Life Insurance Company CoCode: 66850 State of Domicile: Colorado

850 East Anderson Lane Group Code: -99 Company Type:
Austin, TX 78752-1602 Group Name: State ID Number:

(512) 836-1010 ext. [Phone] FEIN Number: 84-0467208

-----

# **Filing Fees**

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No

Fee Explanation: \$50 per annuity policy form or application x 3 forms = \$150 total

Per Company: No

COMPANY AMOUNT DATE PROCESSED TRANSACTION #

National Western Life Insurance Company \$150.00 09/21/2010 39707239

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# **Correspondence Summary**

### **Dispositions**

Status Created By Created On Date Submitted

Approved- Linda Bird 09/30/2010 09/30/2010

Closed

**Objection Letters and Response Letters** 

**Objection Letters Response Letters Status Created By Responded By Date Submitted** Created On Date Submitted **Created On** Linda Bird Stephanie Foskitt 09/29/2010 Pending 09/27/2010 09/27/2010 09/29/2010 Industry Response

 SERFF Tracking Number:
 NAWS-126825320
 State:
 Arkansas

 Filing Company:
 National Western Life Insurance Company
 State Tracking Number:
 46853

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# **Disposition**

Disposition Date: 09/30/2010

Implementation Date: Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

Schedule	Schedule Item	Schedule Item Status	<b>Public Access</b>
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Supporting Document	Statement of Variability		Yes
Supporting Document	In compliance with Regulation 49		Yes
Supporting Document	In compliance with Rule & Regulation 19		Yes
Form	Single Premium Immediate Annuity,		Yes
	Period Certain		
Form	Single Premium Immediate Annuity, Life		Yes
	Contingent		
Form	Application for SPIA		Yes

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# **Objection Letter**

Objection Letter Status Pending Industry Response

Objection Letter Date 09/27/2010
Submitted Date 09/27/2010
Respond By Date 10/27/2010

Dear Stephanie Foskitt,

This will acknowledge receipt of the captioned filing.

#### Objection 1

- Flesch Certification (Supporting Document)
- Application (Supporting Document)
- Life & Annuity Acturial Memo (Supporting Document)
- Cover Letter (Supporting Document)
- Statement of Variability (Supporting Document)
- In compliance with Regulation 49 (Supporting Document)
- In compliance with Rule & Regulation 19 (Supporting Document)
- Single Premium Immediate Annuity, Period Certain, 01-1158-10 (Form)
- Single Premium Immediate Annuity, Life Contingent, 01-1159-10 (Form)
- Application for SPIA, 01-9062AR-10 (Form)

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities- Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# **Response Letter**

Response Letter Status Submitted to State

Response Letter Date 09/29/2010 Submitted Date 09/29/2010

Dear Linda Bird,

#### Comments:

Thank you for your September 27, 2010 correspondence. Following is our response to your concerns.

## Response 1

Comments: In compliance with Regulation 49, please find attached Life and Health Guaranty Association Notice, form 01-A013-AR(Rev.01/04)

In compliance with Rule & Regulation 19, please find attached the certification.

#### **Related Objection 1**

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue. Please review your issue procedures and assure us that you are in compliance.

Regulation 49 requires that a Life and Health guaranty notice be given to each policy owner. Please review your issue procedures and assure us that you are in compliance with Regulation 49.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

# **Changed Items:**

#### **Supporting Document Schedule Item Changes**

Satisfied -Name: In compliance with Regulation 49

Comment:

Satisfied -Name: In compliance with Rule & Regulation 19

Comment:

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your time and consideration in this matter. If you have any questions or need any additional information, please feel free to contact me at (512) 719-1563 or by email at SFoskitt@NationalWesternLife.com.

Sincerely, Stephanie Foskitt Contract Compliance Analyst

Sincerely, Stephanie Foskitt 

 SERFF Tracking Number:
 NAWS-126825320
 State:
 Arkansas

 Filing Company:
 National Western Life Insurance Company
 State Tracking Number:
 46853

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non-Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# Form Schedule

Lead Form Number: 01-1158-10

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Status	01-1158-10	•	Single Premium Immediate Annuity, Period Certain	Initial		55.000	01-1158-10 SPIA Period Certain.pdf
	01-1159-10	•	Single Premium Immediate Annuity, Life Contingent	Initial		57.000	01-1159-10 SPIA Life Contingent.pd f
	01- 9062AR-10	Policy/Cont ract/Fraterr al Certificate	Application for SPIA	Initial		51.000	01-9062AR- 10 SPIA Application.pd f

# NATIONAL WESTERN LIFE INSURANCE COMPANY

#### **A Stock Company**

# EXECUTIVE OFFICE: 850 EAST ANDERSON LANE, AUSTIN, TEXAS, 78752 HOME OFFICE, DENVER, COLORADO

POLICY NUMBER

POLICY DATE ISSUE AGE

OWNER

ANNUITY DATE

Zas C. Hoode

**NATIONAL WESTERN LIFE INSURANCE COMPANY** is called "we" or "us". The Owner is called "you". We will pay to the Payee a periodic income as described on Page 3 of this policy. The first income payment will be payable on the Annuity Date stated on Page 3. We will continue to make payments to the Payee as stated in the Payment Schedule until all payments guaranteed under this policy have been paid.

All payments and benefits will be payable subject to the terms of this policy. The consideration for this policy is the application and the payment in advance of the Single Premium stated on Page 3. The Single Premium must be paid on or before delivery of this policy.

#### **RIGHT TO CANCEL**

You may cancel this policy by delivering or mailing a written notice or sending a telegram to us in Austin, Texas 78752-1602 or to the agent through whom it was purchased. You must return the policy to us or the agent through whom it was purchased before midnight of the thirtieth day after the date you receive it. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We must return all premiums paid for this policy within ten days after we receive notice to cancel and the returned policy.

Signed at our office in Austin, Texas as of the Policy Date.

Secretary President

## **READ YOUR POLICY CAREFULLY**

SINGLE PREMIUM IMMEDIATE ANNUITY CERTAIN - ANNUITY PAYMENTS PAYABLE FROM THE ANNUITY DATE UNTIL ALL PAYMENTS GUARANTEED UNDER THIS POLICY HAVE BEEN PAID. THE PAYMENTS GUARANTEED UNDER THIS POLICY ARE STATED IN THE PAYMENT SCHEDULE ON PAGE 3. NONPARTICIPATING.

This is a legal contract between you and us.

<u>NOTICE TO OWNER</u>: If you have questions or need information about this policy or need assistance, please call us at 1-800-922-9422.

#### **DEFINITIONS**

**Policy** means the annuity policy issued to the Owner.

**Policy Date** means the date on which the policy is issued as shown on Page 3.

**Annuity Date** means the date on which the first income payment is payable as shown on Page 3.

**Payee** is the person designated on Page 3 to receive income payments.

**Owner** is the person named as the Owner on Page 3.

**Beneficiary** is the person who will receive any remaining guaranteed payments which are due after the death of the Payee

# **GENERAL PROVISIONS**

**Contract.** The application is called "App". The policy, any endorsements, any riders, any amendments, and the App are the Contract. A copy of the App is attached. All statements made in the App are representations and not warranties.

Only our officers may change this Contract or waive a right or requirement. No agent may do this. Such change or waiver must be in writing.

**Incontestability.** This policy will be incontestable from the Policy Date.

**Taxes, Fees, Assessments.** Any Federal, State, or Municipal taxes, or any fees or assessments related to this policy, payment of which is required or authorized by law, will be deducted from the benefits under this policy.

**Termination**. This policy terminates when this policy's payment obligations have been met.

#### **POLICY SPECIFICATIONS**

NATIONAL WESTERN LIFE INSURANCE COMPANY 850 EAST ANDERSON LANE, AUSTIN, TEXAS 78752-1602 1-800-922-9422

0100012345 **POLICY NUMBER** 

POLICY DATE APRIL 1, 2010 MAY 1, 2010 ANNUITY DATE

PAYEE JOHN DOE \$50,000.00 SINGLE PREMIUM

**OWNER** JOHN DOE

**BENEFICIARY** AS DESIGNATED IN THE APPLICATION FOR THE POLICY UNLESS CHANGED AS OTHERWISE PROVIDED IN THIS POLICY.

FORM DESCRIPTION OF BENEFITS BENEFIT AMOUNT PREMIUMS

01-1158-10 SINGLE PREMIUM IMMEDIATE ANNUITY CERTAIN

PAYMENT SCHEDULE

AMOUNT AND FREQUENCY OF PERIODIC INCOME PAYMENTS: \$5,011.25 MONTHLY

GUARANTEED NUMBER OF PAYMENTS TO BE MADE: 120

#### **ANNUITY BENEFITS**

**Periodic Income Payments.** Periodic income payments will be paid to the Payee starting on the Annuity Date.

Neither the Owner of this policy nor any payee will have the right to commute Periodic Income Payments.

Unless this policy provides otherwise, payments will not be subject to:

- 1. Transfer; or
- 2. Alteration; or
- 3. Claims by creditors before any payment is due; or
- 4. Encumbrance by creditors.

**Payment Schedule.** The Payment Schedule is shown on Page 3 of this policy and shows:

1. The frequency of income payments; and

- 2. The amount of each income payment; and
- 3. The number of payments guaranteed under this policy.

Death of the Payee. If the Payee dies before the number of payments guaranteed under this policy have been paid, we will continue making periodic payments until the number of payments guaranteed have been paid. Such payments will be continued to the Beneficiary. Payments to a Beneficiary will begin after we receive due proof of the Payee's death. In lieu of such remaining periodic payments, the Beneficiary may elect to receive the commuted value of such payments on the basis of interest compounded annually at a rate determined by us.

To the extent permitted by law, proceeds will not be subject to any claims of a Beneficiary's creditors.

#### OWNERSHIP, BENEFICIARY, AND ASSIGNMENT PROVISIONS

**Ownership.** The Owner is as stated on Page 3 unless later changed and endorsed on this policy. While this policy is in force, the Owner may exercise every right the policy confers or we allow.

If an Owner other than the Payee dies during the Payee's lifetime, and has not named a successor, ownership rights will pass to the deceased Owner's estate.

**Beneficiary.** The Beneficiary, as named in the application or later changed by the Owner, will receive, subject to the terms of this policy, any payments which are due after the death of the Payee. Unless otherwise provided in the Beneficiary designation:

- If any Beneficiary dies before the Payee, that Beneficiary's interest will pass to any other beneficiaries according to their respective interests;
- If payments are being made to the last surviving Beneficiary, and such last surviving Beneficiary dies before all guaranteed payments have been made, we will continue making the periodic payments to the estate of such last surviving Beneficiary until the number of payments quaranteed have been paid.

In lieu of such remaining periodic payments, the estate of such last surviving Beneficiary may elect to receive the commuted value of such payments on the basis of interest compounded annually at a rate determined by us.

We reserve the right to defer payment of any amounts payable on commutation for a period of up to six months after requesting and receiving written approval from the commissioner of insurance.

If any Beneficiary dies at the same time as the Payee, or within 15 days after the Payee but before proof of the Payee's death is received by us, any proceeds will be paid as though that Beneficiary died before the Payee.

Change of Ownership and Beneficiary. Changes in the designation of the Owner and/or the Beneficiary may be made by the Owner's written request on forms provided by us, completed by the Owner, and forwarded to us. After the change is recorded at our office in Austin, Texas, it will be effective as of the date of the Owner's request described herein. It will not apply to any payment made or action taken by us before it was recorded.

Once we accept this change, it takes effect as of the date you signed the request, subject to any action we take before we accept the change.

**Assignment.** We will not be bound by any assignment of this policy unless it is received in writing at our offices in Austin, Texas. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

#### NATIONAL WESTERN LIFE INSURANCE COMPANY

# EXECUTIVE OFFICE: 850 EAST ANDERSON LANE, AUSTIN, TEXAS 78752 HOME OFFICE, DENVER, COLORADO

#### **READ YOUR POLICY CAREFULLY**

SINGLE PREMIUM IMMEDIATE ANNUITY CERTAIN. ANNUITY PAYMENTS PAYABLE FROM THE ANNUITY DATE UNTIL ALL PAYMENTS GUARANTEED UNDER THIS POLICY HAVE BEEN PAID. THE PAYMENTS GUARANTEED UNDER THIS POLICY ARE STATED IN THE PAYMENT SCHEDULE ON PAGE 3. NONPARTICIPATING.

This policy is a legal contract between you and us.

#### **TABLE OF CONTENTS**

Page 1 Face of Policy

Page 2 Definitions

General Provisions

Contract

Incontestability

Taxes, Fees, Assessments

Termination

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Page 4 Annuity Benefits

Periodic Income Payments

Payment Schedule Death of the Payee

Ownership, Beneficiary, and Assignment Provisions

Ownership Beneficiary

Change of Ownership and Beneficiary

Assignment

# NATIONAL WESTERN LIFE INSURANCE COMPANY

#### **A Stock Company**

# EXECUTIVE OFFICE: 850 EAST ANDERSON LANE, AUSTIN, TEXAS, 78752 HOME OFFICE, DENVER, COLORADO

ANNUITANT(S)

POLICY NUMBER

ISSUE AGE

OWNER

ANNUITY DATE

**NATIONAL WESTERN LIFE INSURANCE COMPANY** is called "we" or "us". The Owner is called "you". We will pay to the Payee, while the Sole Annuitant, or last surviving Joint Annuitant, is living, a periodic income as described on Page 3 of this policy. The first income payment will be payable on the Annuity Date stated on Page 3. The final payment will be payable on the later of the following dates:

- 1. The last payment due date prior to the death of the Sole Annuitant, or last surviving Joint Annuitant; or
- 2. The date on which the minimum number of payments guaranteed under this policy have been paid.

In no event will the number of payments made exceed the maximum number of payments, if any, shown on Page 3.

All payments and benefits will be payable subject to the terms of this policy. The consideration for this policy is the application and the payment in advance of the Single Premium stated on Page 3. The Single Premium must be paid on or before delivery of this policy.

#### **RIGHT TO CANCEL**

You may cancel this policy by delivering or mailing a written notice or sending a telegram to us in Austin, Texas 78752-1602 or to the agent through whom it was purchased. You must return the policy to us or the agent through whom it was purchased before midnight of the thirtieth day after the date you receive it. Notice given by mail and return of the policy by mail are effective on being postmarked, properly addressed and postage prepaid. We must return all premiums paid for this policy within ten days after we receive notice to cancel and the returned policy.

Signed at our office in Austin, Texas as of the Policy Date.

READ YOUR POLICY CAREFULLY

Zas C. Hoode

President

SINGLE PREMIUM IMMEDIATE LIFE ANNUITY - ANNUITY PAYMENTS PAYABLE FROM THE ANNUITY DATE DURING THE LIFETIME OF AN ANNUITANT. THE MINIMUM OR MAXIMUM NUMBER OF ANNUITY PAYMENTS IS SHOWN ON PAGE 3. NONPARTICIPATING.

This is a legal contract between you and us.

<u>NOTICE TO OWNER:</u> If you have questions or need information about this policy or need assistance, please call us at 1-800-922-9422.

#### **DEFINITIONS**

**Policy** means the annuity policy issued to the Owner.

**Policy Date** means the date on which the policy is issued as shown on Page 3.

**Annuity Date** means the date on which the first income payment is payable as shown on Page 3.

**Sole Annuitant** when there is only one annuitant, is the person upon whose date of birth and sex income payments are based.

**Joint Annuitants** when there is more than one annuitant, are listed on Page 3.

**Age** is the annuitant's age on the last birthday as of the Policy Date

**Payee** is the person designated on Page 3 to receive income payments.

**Owner** is the person named as the Owner on Page 3.

**Beneficiary** is the person who will receive any remaining guaranteed payments which are due after the death of the Payee.

#### **GENERAL PROVISIONS**

**Contract.** The policy, any endorsements, any riders, any amendments, and the application are the Contract. A copy of the application is attached. All statements made in the application are representations and not warranties.

Only our officers may change this Contract or waive a right or requirement. No agent may do this. Such change or waiver must be in writing.

**Misstatement of Age or Sex**. If the age or sex of any annuitant is incorrect, we will change the amounts we pay to the amounts based on the correct age and sex.

- 1. Any overpayment we made will be deducted from future payments.
- 2. Any underpayment we made will be paid in full with the next payment due. If there are no future payments due, any underpayment will be paid in full as a separate payment.

**Incontestability.** This policy will be incontestable from the Policy Date.

**Proof of Age and Sex**. No income payments will be made until we receive satisfactory proof of the annuitant's age and sex.

**Proof of Survival**. We have the right to require proof that the annuitant is alive at the time each income payment is due.

**Taxes, Fees, Assessments.** Any Federal, State, or Municipal taxes, or any fees or assessments related to this policy, payment of which is required or authorized by law, will be deducted from the benefits under this policy.

**Termination**. This policy terminates when this policy's payment obligations have been met.

## **POLICY SPECIFICATIONS**

NATIONAL WESTERN LIFE INSURANCE COMPANY 850 EAST ANDERSON LANE, AUSTIN, TEXAS 78752-1602 1-800-922-9422

ANNUITANTS [ JOHN DOE-ISSUE AGE 65 ] 0100012345 POLICY NUMBER

[ JANE DOE-ISSUE AGE 65 ]

**POLICY DATE** APRIL 1, 2010

PAYEE [ JOHN DOE AND JANE DOE ] MAY 1, 2010 ANNUITY DATE

OWNER [ JOHN DOE ] \$100,765.55 SINGLE PREMIUM

**BENEFICIARY** AS DESIGNATED IN THE APPLICATION FOR THE POLICY UNLESS CHANGED AS OTHERWISE PROVIDED IN THIS POLICY.

				PREMIUMS		
FORM	DESCIPTION OF BE	NEFITS	BENEFIT AMOUNT	YEARS PAYABLE	ANNUAL AMOUNT	
01-1159-10						
		IUM PAYMENTS ] EX: MALE ] EX: FEMALE ]				
	[ SOLE ANNUITANT – MINIMUI [ JOHN DOE AGE: 65 SI	M PAYMENTS ] EX: MALE ]				
	[ SOLE ANNUITANT – MAXIMU [ JOHN DOE AGE: 65 SI	IM PAYMENTS ] EX: MALE ]				
		PAYMENT SCHEDUL	E			
(for joint)	[ SECTION A – PAYMENTS TO I \$2,194.59 QUARTE		H ANNUITANTS ARE	ELIVING		
	[ SECTION B – PAYMENTS TO E \$1,097.30 QUARTE		LAST SURVIVING A	NNUITANT	IS LIVING	
	[ PAYMENTS WILL ONLY BE M	ADE DURING THE LIF	E OF THE ANNUITA	NTS ]		
(for sole)	[ PAYMENTS TO BE MADE WH	ILE SOLE ANNUITANT	T IS LIVING \$2,194.59	QUARTER	LY]	
	[ PAYMENTS WILL ONLY BE M	ADE DURING THE LIF	FE OF THE ANNUITA	NT ]		
01-1159-10					PAGE 3	

THE EFFECTIVE DATE AND ISSUE AGE OF EACH BENEFIT IS THE POLICY DATE AND ISSUE AGE UNLESS OTHERWISE SPECFIED

#### **ANNUITY BENEFITS**

**Periodic Income Payments.** Periodic income payments will be paid to the Payee starting on the Annuity Date.

Neither the Owner of this policy nor any Payee will have the right to commute Periodic Income Payments.

Unless this policy provides otherwise, payments during the annuitant's lifetime will not be subject to:

- 1. Transfer; or
- 2. Alteration; or
- 3. Claims by creditors before any payment is due; or
- 4. Encumbrance by creditors.

**Payment Schedule.** The Payment Schedule is shown on Page 3 of this policy and shows:

- 1. The frequency of income payments; and
- 2. The amount of each income payment; and
- 3. The number of payments guaranteed under this policy, if applicable; and
- 4. The maximum number of payments payable under this policy, if applicable.

**Death of the Sole Annuitant or Joint Annuitant.** The combination of annuitant type and payment type are specified on page 3.

Sole Annuitant, Minimum number of payments:

If the Sole Annuitant dies after the guaranteed minimum number of payments under this policy have been paid, then the payments will cease with the last payment due prior to the Sole Annuitant's death.

If the Sole Annuitant dies before the guaranteed minimum number of payments under this policy have been paid, then we will continue making periodic payments to the Payee until the guaranteed minimum number of payments have been paid, if the Sole Annuitant was not the Payee at the time of death. Otherwise such payments will be made to the Beneficiary.

Sole Annuitant, Maximum number of payments:

If the Sole Annuitant dies before the maximum number of payments under this policy have been paid, then the payments will cease with the last payment due prior to the Sole Annuitant's death. Joint Annuitants, Minimum number of payments:

Before the guaranteed minimum number of payments have been paid:

- If one Joint Annuitant dies and is survived by the other Joint Annuitant, then periodic income payments will be made as described in Section B of the Payment Schedule. The first income payment under Section B will be payable on the first payment due date after the deceased Joint Annuitant's death.
- 2. If both Joint Annuitants die before the guaranteed minimum number of payments under this policy have been paid and if neither of the Joint Annuitants were the Payee, then we will continue making periodic payments to the Payee until the guaranteed minimum number of payments have been paid. Otherwise such payments will be made to the Beneficiary.

After the guaranteed minimum number of payments have been paid:

- If one Joint Annuitant dies and is survived by the other Joint Annuitant, then periodic income payments will be made as described in Section B of the Payment Schedule. The first income payment under Section B will be payable on the first payment due date after the deceased Joint Annuitant's death.
- If both the Joint Annuitants die after the guaranteed minimum number of payments under this policy have been paid, then the payments will cease with the last payment due prior to the last surviving Joint Annuitant's death.

Joint Annuitants, Maximum number of payments:

If either of the Joint Annuitants dies before the maximum number of payments have been made, no further payments will be made under this policy.

No partial installment, prorated to the date of death, will be payable under any circumstances. In no event will the number of payments made under this policy be greater than the maximum number of payments, if applicable, as specified in the Payment Schedule.

Payments to a Beneficiary will begin after we receive due proof of the Payee's death. In lieu of such remaining periodic payments, the Beneficiary may elect to receive the commuted value of such payments on the basis of interest compounded annually at a rate determined by us.

#### OWNERSHIP, BENEFICIARY, AND ASSIGNMENT PROVISIONS

**Ownership.** The Owner is as stated on Page 3 unless later changed and endorsed on this policy. During the lifetime of the Sole Annuitant, or the Joint Annuitants, the Owner may exercise every right the policy confers or we allow.

Unless the application or a later endorsement specifies otherwise, upon the death of the Owner(s), ownership of the policy will be determined as follows.

#### Sole Annuitant:

If an Owner other than the Sole Annuitant dies during the Sole Annuitant's lifetime, and has not named a successor, ownership rights will pass to the deceased Owner's estate.

### Joint Annuitants:

- 1. If this policy is owned jointly by the Joint Annuitants, and one of the Joint Annuitants dies, ownership rights will pass to the last surviving Joint Annuitant:
- 2. If an Owner, other than the last surviving Joint Annuitant, dies during the last surviving Joint Annuitant's lifetime, ownership rights will pass to the deceased Owner's estate.

**Beneficiary.** The Beneficiary, as named in the application or later changed by the Owner, will receive, subject to the terms of this policy, any payments which are due after the death of the Payee. Unless otherwise provided in the Beneficiary designation:

- 1. If any Beneficiary dies before the Payee, that Beneficiary's interest will pass to any other beneficiaries according to their respective interest;
- If payments are being made to the last surviving Beneficiary, and such last surviving Beneficiary dies before all guaranteed payments have been made, we will continue making the periodic payments to the estate of such last surviving

Beneficiary until the number of payments guaranteed have been paid.

In lieu of such remaining periodic payments, the estate of the last surviving Beneficiary may elect to receive the commuted value of such payments on the basis of interest compounded annually at a rate determined by us.

We reserve the right to defer payment of any amounts payable on commutation for a period of up to six months after requesting and receiving written approval from the commissioner of insurance.

If any Beneficiary dies at the same time as the Payee, or within 15 days after the Payee but before proof of the Payee's death is received by us, any proceeds will be paid as though that Beneficiary died before the Payee.

Change of Ownership and Beneficiary. Changes in the designation of the Owner and/or the Beneficiary may be made by the Owner's written request on forms provided by us, completed by the Owner, and forwarded to us during the lifetime of the Annuitant. After the change is recorded at our office in Austin, Texas, it will be effective as of the date of the Owner's request described herein. It will not apply to any payment made or action taken by us before it was recorded.

Once we accept this change, it takes effect as of the date you signed the request, subject to any action we take before we accept the change.

**Assignment.** We will not be bound by any assignment of this policy unless it is received in writing at our offices in Austin, Texas. Two copies of the assignment must be submitted. We will retain one copy and return the other. We will not be responsible for the validity of any assignment.

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#### NATIONAL WESTERN LIFE INSURANCE COMPANY

EXECUTIVE OFFICE, AUSTIN, TEXAS HOME OFFICE, DENVER, COLORADO

#### SINGLE PREMIUM IMMEDIATE ANNUITY

#### **READ YOUR POLICY CAREFULLY**

SINGLE PREMIUM IMMEDIATE LIFE ANNUITY - ANNUITY PAYMENTS PAYABLE FROM THE ANNUITY DATE DURING THE LIFETIME OF AN ANNUITANT. THE MINIMUM OR MAXIMUM NUMBER OF ANNUITY PAYMENTS IS SHOWN ON PAGE 3. NONPARTICIPATING.

This policy is a legal contract between you and us.

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Incontestability
Proof of Age and Sex
Proof of Survival

Taxes, Fees, Assessments

Termination

Page 3 Policy Specifications

Payment Schedule

Page 4 Annuity Benefits

Periodic Income Payments

Payment Schedule

Death of the Sole Annuitant or Joint Annuitant

Page 5 Ownership, Beneficiary, and Assignment Provisions

Ownership Beneficiary

Change of Ownership and Beneficiary

Assignment



# **APPLICATION FOR SINGLE PREMIUM IMMEDIATE ANNUITY**

850 East Anderson Lane • Austin, Texas 78752-1602

ANNUITANT: (Applicable fo	or life contingent policie	s only):		Birth		Soc. Sec.
Name			Sex	Date	Age	
Address			City		State	Zip
JOINT ANNUITANT (if any):				Birth		Soc. Sec.
Name			Sex	Date	Age	No
Address			City		State	Zip
OWNER:				Birth		Soc. Sec.
Name (if other than annuita	ant)			Date	Age	No
Address		City		State Birth	Zip	Phone No.
Joint Owner					Age	Soc. Sec. No.
				Birth		Soc. Sec.
Contingent Owner				Date	Age	No
BENEFICIARY:					Relationship	
Primary Beneficiary					to Annuitant/Pay Relationship	/ee
Contingent Beneficiary					•	ree
PAYEE:						
Name (if other than annuita	ant)					
•	,				State	Zip
Address			···,			
Address					_	
PREMIUMS: Single Pre	emium \$					s* \$
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01-9062AR-10 Page 1 of 2

## PROOF OF BIRTH DATE:

Proof of the date of birth of the proposed annuitant must be submitted before any annuity payments will be made, and should normally accompany the application. DO NOT SEND ORIGINAL DOCUMENTS.

# Preferred proofs.

- Certified birth certificate.
- Government issued identification card (such as driver's license or state issued ID card).

AGENT'S SECTION:			
	lacement of existing insurance or annuity which is a common to the commo	vill be involved? ☐ Yes	□ No
Agent Signature X		_ Agent Number	
Agent Name (printed)		_ Agent Phone	
Commission Splits:			
Agent Number	Agent Name	Commission Split	
			%
			%
			%
		_	%

\*\*\*ALL CHECKS MUST BE PAYABLE TO NATIONAL WESTERN LIFE INSURANCE COMPANY\*\*\*

NATIONAL WESTERN LIFE INSURANCE COMPANY 850 EAST ANDERSON LANE • AUSTIN, TEXAS 78752–1602

Print Annuitant's Name	Date	9

01-9062AR-10 Page 2 of 2

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A051 Individual Annuities - Immediate Non- Sub-TOI: A051.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

# **Supporting Document Schedules**

Item Status: Status

Date:

Satisfied - Item: Flesch Certification

Comments:

Attachment:

1158, 1159, 9062 Officer Flesch Cert.pdf

Item Status: Status

Date:

Satisfied - Item: Cover Letter

Comments:

Attachment:

AR 1158, 1159, 9062 Cover Letter.pdf

Item Status: Status

Date:

Satisfied - Item: Statement of Variability

**Comments:** 

Attachment:

01-1158-10 & 01-1159-10 Statement of Variability.pdf

Item Status: Status

Date:

Satisfied - Item: In compliance with Regulation 49

Comments:

Attachment:

01-A013-AR(Rev\_01-04) L&H Guaranty Assoc Notice.pdf

Item Status: Status

Date:

Satisfied - Item: In compliance with Rule &

SERFF Tracking Number: NAWS-126825320 State: Arkansas

Filing Company: National Western Life Insurance Company State Tracking Number: 46853

Company Tracking Number: 01-1158-10, 01-1159-10, 01-9062-10

TOI: A05I Individual Annuities- Immediate Non- Sub-TOI: A05I.000 Annuities - Immediate Non-variable

Variable

Product Name: Single Premium Immediate Annuities

Project Name/Number: Single Premium Immediate Annuities/01-1158-10, 01-1159-10, 01-9062-10

Regulation 19

Comments:

**Attachment:** 

AR R&R 19 Certification.pdf

## NATIONAL WESTERN LIFE INSURANCE COMPANY

# FLESCH READING EASE TEST SCORE CERTIFICATE

Form Numbers 01-1158-10, 01-1159-10, 01-9062-10

# I hereby certify the following:

- 1. The Flesch Reading Ease Test score is as indicated below.
- 2. The form is printed, except for specifications pages, schedules and tables, in not less than ten point type.
- 3. The number of words contained in the text is as indicated below.
- 4. The entire form was analyzed.

Form No.	Flesch Score	<u>Words</u>
01-1158-10	55	1,196
01-1159-10	57	2,003
01-9062-10	51	207

Kitty S. Kennedy, ASA, MAAA

May 17, 2010

Date



September 21, 2010

Arkansas Department of Insurance Life and Health Compliance 1200 West Third Street Little Rock, Arkansas 72201-1904

Re: Single Premium Immediate Annuity, Period Certain, 01-1158-10 Single Premium Immediate Annuity, Life Contingent, 01-1159-10 Single Premium Immediate Annuity Application, 01-9062AR-10 National Western Life Insurance Company, NAIC 66850, FEIN 84-0467208

To Whom It May Concern:

Please find attached the above captioned forms submitted to your state for formal approval. These forms are new and will replace previously approved forms. These forms are deemed exempt by our state of domicile, Colorado, under Bulletin B-4.1. This filing contains no unusual or possibly controversial items from normal industry standards.

Form 01-1158-10, Single Premium Immediate Annuity policy, period certain, may be issued to a single annuitant from age 0 to age 90. The annuity provides periodic annuity benefits payable monthly, quarterly, semi-annually, or annually for a certain number of years, at interest, not involving life contingencies.

Form 01-1159-10, Single Premium Immediate Annuity policy, life contingent, may be issued to either a single annuitant or joint annuitants from age 0 to age 90. This annuity provides periodic annuity benefits payable monthly, quarterly, semi-annually, or annually during the lifetime of the Sole Annuitant, or the Survivor Annuitant.

These two annuity policy forms will replace three previously approved SPIA policy forms as follows: Jointly issued SPIA form number 01-1011J-97, approved for use on April 28, 1997 Period certain SPIA form number 01-1011C-97, approved for use on April 28, 1997 Individual issued SPIA form number 01-1011I-97 approved for use on April 28, 1997

Form number 01-9062-10, Single Premium Immediate Annuity Application, will be used to issue either of the above SPIA products. This application form will replace previously approved application form 01-9021AR approved for use on June 24, 1997.

Thank you for your time and consideration in this matter. If you have any questions or need more information, please feel free to contact me by email at SFoskitt@NationalWesternLife.com or by phone at 512-719-1563.

Sincerely,

Stephanie Foskitt

**Contract Compliance Analyst** 

We reserve the right to change the format of this form without changing any of the language. Printing standards will never be less than those required by your state.

#### NATIONAL WESTERN LIFE INSURANCE COMPANY

# STATEMENT OF VARIABILITY For forms 01-1158-10 and 01-1159-10

## Form 01-1158-10

Any information bracketed as variable on specification page 3 is specific to John Doe, there are no plan variables or variations.

## Form 01-1159-10

The policy may be issued to either a Sole Annuitant or to Joint Annuitants. And the policy may be issued with either a minimum number of payments or a maximum number of payments. This leaves a combination of four possible ways to issue this policy.

Therefore the bracketed information at the top of the page is specific to John Doe (annuitant, payee, owner). The bracketed information at the bottom of the page represents some combination of sole annuitant/joint annuitant, and minimum/maximum payments.

### LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION ACT

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of the Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

#### **DISCLAIMER**

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions and require continued residency in this state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association c/o The Liquidation Division
1023 West Capitol
Little Rock, Arkansas 72201

Arkansas Insurance Department 1200 West Third Street Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

#### **COVERAGE**

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or health insurance contract or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

#### **EXCLUSIONS FROM COVERAGE**

However, persons owning such policies are **NOT** protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state:
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a
  fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar
  plan in which the policy or contract owner is subject to future assessments, or by an insurance
  exchange.

The Guaranty Association also does **NOT** provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner
  has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable
  life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy by a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contractholders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC") (whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing
  materials or side letters, riders, or other documents which do not meet filing requirements, or claims
  for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

#### LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.





# NWL Certification of Compliance with Rule and Regulation 19 Unfair Sex Discrimination in the Sale of Life Insurance

National Western Life Insurance Company certifies the application, sales and underwriting of the submitted policy forms (listed below) will not violate Arkansas Legislation's Rule and Regulation 19 – Unfair Sex Discrimination in the Sale of Life Insurance.

Stephanie Foskitt

SAFSLITT

**Contract Compliance Analyst** 

# Applicable to Annuity Policy Forms:

Single Premium Immediate Annuity – Period Certain, Form 01-1158-10

Single Premium Immediate Annuity – Life Contingent, Form 01-1159-10

Single Premium Immediate Annuity Application, Form 01-9062-10